

EXHIBIT 111

**Redacted Excerpts from
30(b)(6) Deposition of Ike
Lawrence Epstein on
Sponsorships**

242

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

CUNG LE; NATHAN QUARRY, JON)
FITCH, on behalf of)
themselves and all others)
similarly situated,)
)
Plaintiffs,)
)
vs.) Case No.
) 2:15-cv-01045-RFB-(PAL)
)
ZUFFA, LLC, d/b/a Ultimate)
Fighting Championship and)
UFC,)
)
Defendant.)
_____)

CONFIDENTIAL

VIDEO RECORDED 30(b)(6) DEPOSITION OF ZUFFA, LLC

BY IKE LAWRENCE EPSTEIN

July 21, 2017

LAS VEGAS, NEVADA

11:00 a.m.

Reported by:
DEBRA D. SMALLEY, CCR #537
Job No. 51247-A

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263	265
<p>1 Q Okay. If you look on page -- the page ending 2 in Bates stamp 201, did you sign this contract on behalf 3 of Zuffa?</p> <p>4 A It looks like my signature, yes.</p> <p>5 Q If you turn to the page Bates stamped 192.</p> <p>6 A Okay.</p> <p>7 Q Paragraph D. Can you read paragraph D at the 8 bottom of the page for me. Out loud, please.</p> <p>9 A Out loud?</p> <p>10 Q Yeah, if you could read it out loud for the 11 record.</p> <p>12 A "Exclusivity. Company and its owners, officers, 13 members, directors, shareholders, affiliates and/or 14 subsidiaries agree not to sponsor any other competitive 15 mixed martial arts (MMA) leagues, promoters, fighters, 16 and/or affiliated brands and agrees not to license 17 Company's current and/or future Product Lines or Company 18 Marks to the same during the Term without the express 19 written concept of Zuffa. For purposes of this section, 20 MMA shall be defined as unarmed combat involving the use 21 of a combination of techniques from different disciplines 22 of the martial arts, including, without limitation, 23 grappling, kicking and striking."</p> <p>24 Q So can you tell me what the purpose of that 25 clause was?</p>	<p>1 organizations tell me that's exactly what they were 2 trying to do. Create -- copy everything that we did to 3 confuse the customers to thinking that the products were 4 all the same.</p> <p>5 Q And so in pursuing that strategy, did Zuffa 6 adopt a policy to not allow sponsors to sponsor fighters 7 in the Octagon if they didn't become sponsors of the UFC 8 and sign the agreement with the UFC?</p> <p>9 MS. GRIGSBY: Objection to form.</p> <p>10 THE WITNESS: Can you restate that.</p> <p>11 MR. SILVERMAN: Can you read the question back.</p> <p>12 COURT REPORTER: "And so in pursuing that 13 strategy, did Zuffa adopt a policy to not allow sponsors 14 to sponsor fighters in the Octagon if they didn't become 15 sponsors of the UFC and sign the agreement with the UFC?"</p> <p>16 MR. SILVERMAN: Strike that.</p> <p>17 Just -- I'll amend that to say to sign an 18 agreement with the UFC.</p> <p>19 THE WITNESS: That -- that wasn't true in all 20 situations, no. I mean, for example, we allowed, you 21 know, Nike, for example, to sponsor athletes that did 22 not have any league or brand affiliation with us. 23 There are many examples like that over the years.</p> <p>24 BY MR. SILVERMAN:</p> <p>25 Q So Zuffa allowed Nike to sponsor fighters</p>
264	266
<p>1 A Exactly what it says.</p> <p>2 Q So under that clause, is it fair to say that 3 the sponsor was not allowed to sponsor any fighters who 4 fought for Bellator, let's say?</p> <p>5 A As we indicated in the answer that you had me 6 review previously, there are many reasons why we had 7 this exclusivity language in these documents. One of 8 them was customer confusion.</p> <p>9 The strategy of all of our competitors was to 10 make their product look as close as it possibly could to 11 our product to confuse the consumer into thinking that 12 Bellator, EFC, whatever the list goes of promoters you 13 want to -- you want to lay out there, to confuse the 14 consumer to thinking that it was the UFC product, and 15 so the sponsors that were associated with our brand 16 were identifiers of our brand, and so we wanted our 17 sponsors to either be a sponsor of the UFC or not.</p> <p>18 If they don't want to be a sponsor of the UFC, 19 they're free to go and sponsor Bellator, EFC, ONE FC, 20 the dozens and dozens of leagues that are out there, 21 but one of the important reasons for us was to prevent 22 customer confusion, because there were brands that were 23 very highly associated with our brand that created 24 customer confusion, and it was the explicit strategy 25 of our -- of our customers (sic). I mean, I had other</p>	<p>1 inside the Octagon and during Fight Week?</p> <p>2 A Yes.</p> <p>3 Q Without having any agreement whatsoever with 4 Zuffa?</p> <p>5 A That's correct.</p> <p>6 Q Did Nike pay Zuffa any compensation for that 7 right?</p> <p>8 A They paid us absolutely nothing.</p> <p>9 Q Okay. Can you list any other exceptions?</p> <p>10 A I'm sure there are others. I just can't think 11 of them right now.</p> <p>12 Q Can you estimate how many -- do you have any 13 idea how many exceptions there were of that sort?</p> <p>14 A You know, we phased in these league affiliation 15 agreements for over a period of time so, you know, there 16 were a lot of sponsors that, you know, during certain 17 periods were sponsoring athletes that didn't have any 18 brand or league affiliation agreements.</p> <p>19 Q Well, what period was that?</p> <p>20 A It was all the way through, because certain 21 athletes would negotiate it in their contact, so, you 22 know, Tito Ortiz, for example, or -- or other fighters. 23 You know, like Dan Henderson, for a period of time, you 24 know, was able to wear Clinch Gear to go with his brand. 25 Tito had Punishment brand. So this was, you know,</p>

7 (Pages 263 to 266)

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343	345
1 was.	1
2 Q And that was before Zuffa acquired Strikeforce;	2 STATE OF _____)
3 is that right?	3 _____) :ss
4 A Yes.	4 COUNTY OF _____)
5 [REDACTED]	5
6 [REDACTED]	6
7 [REDACTED]	7 I, IKE LAWRENCE EPSTEIN, the witness
8 [REDACTED]	8 herein, having read the foregoing
9 [REDACTED]	9 testimony of the pages of this deposition,
10 [REDACTED]	10 do hereby certify it to be a true and
11 [REDACTED]	11 correct transcript, subject to the
12 [REDACTED]	12 corrections, if any, shown on the attached
13 [REDACTED]	13 page.
14 [REDACTED]	14
15 [REDACTED]	15
16 [REDACTED]	16 IKE LAWRENCE EPSTEIN
17 [REDACTED]	17
18 [REDACTED]	18
19 [REDACTED]	19
20 [REDACTED]	20 Sworn and subscribed to before me,
21 [REDACTED]	21 this _____ day of _____, 2017.
22 [REDACTED]	22
23 [REDACTED]	23
24 Did Mr. Mersch write that email in his official	24 Notary Public
25 capacity?	25
344	346
1 A Yes.	1 REPORTER'S CERTIFICATION
2 Q Okay. Why do you think -- strike that.	2
3 What was he referring to -- strike that.	3 I, Debra D. Smalley, Registered Merit Reporter,
4 Why do you think he referred specifically to	4 Certified Shorthand Reporter, in and for the State
5 providing Strikeforce fighters with a revenue stream?	5 of California, do hereby certify:
6 A You should ask him. I have no idea.	6
7 MR. SILVERMAN: All right. That's all I've got.	7 That the foregoing witness was by me duly sworn;
8 THE WITNESS: Thank you very much.	8 that the deposition was then taken before me at the
9 MR. SILVERMAN: Thanks. Sorry we ran a bit	9 time and place herein set forth; that the testimony and
10 over.	10 proceedings were reported stenographically by me and
11 THE VIDEOGRAPHER: This concludes today's	11 later transcribed into typewriting under my direction;
12 deposition of Lawrence Epstein. We're off the record	12 that the foregoing is a true record of the testimony
13 at 1:46 p.m.	13 and proceedings taken at that time.
14 (Time Noted: 1:46 p.m.)	14
15	15 IN WITNESS WHEREOF, I have subscribed my name this
16	16 date:
17	17
18	18
19	19
20	20
21	21 DEBRA D. SMALLEY, RMR
22	22 CSR NO. 8513
23	23
24	24
25	25

27 (Pages 343 to 346)

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<p>1 INSTRUCTIONS TO WITNESS</p> <p>2</p> <p>3 Please read your deposition over carefully</p> <p>4 and make any necessary corrections. You should state</p> <p>5 the reason in the appropriate space on the errata</p> <p>6 sheet for any corrections that are made.</p> <p>7 After doing so, please sign the errata sheet</p> <p>8 and date it.</p> <p>9 You are signing same subject to the changes</p> <p>10 you have noted on the errata sheet, which will be</p> <p>11 attached to your deposition.</p> <p>12 It is imperative that you return the original</p> <p>13 errata sheet to the depositing attorney within thirty</p> <p>14 (30) days of receipt of the deposition transcript by</p> <p>15 you. If you fail to do so, the deposition transcript</p> <p>16 may be deemed to be accurate and may be used in court.</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	347
<p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5 I wish to make the following changes,</p> <p>6 for the following reasons:</p> <p>7</p> <p>8 PAGE LINE</p> <p>9 ____ CHANGE: _____</p> <p>10 REASON: _____</p> <p>11 ____ CHANGE: _____</p> <p>12 REASON: _____</p> <p>13 ____ CHANGE: _____</p> <p>14 REASON: _____</p> <p>15 ____ CHANGE: _____</p> <p>16 REASON: _____</p> <p>17 ____ CHANGE: _____</p> <p>18 REASON: _____</p> <p>19 ____ CHANGE: _____</p> <p>20 REASON: _____</p> <p>21</p> <p>22</p> <p>23 WITNESS' SIGNATURE DATE</p> <p>24</p> <p>25</p>	348

28 (Pages 347 to 348)

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450 Seventh Avenue - Ste 500, New York, NY 10123 1.800.642.1099